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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Babcock Borsig AG
BBP Environment GmbH
Babcock Kommunalgesellschaft
L & C Steinmuller GmbH

Execution Date(s) _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: FISIA DEUTSCHLAND GMBH
Fabrikstrasse 1, 51643 Gummersbach, Germany and

Additional Name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Asset Purchase Agreement

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s) 10/058,541

B. Patent No. (s) _____

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Robert W. Becker & Associates
Internal Address: _____
Street Address: 707 Hwy 66 East, Suite B
City: Tijeras
State: NM Zip: 87059
Phone Number: 505 286 3511
Fax Number: 505 286 3524
Email Address: mail@rwbecker.com

6. Total number of applications and patents involved:

7. Total fee (37 CFR 1.21(h) & 1.41) \$ 40.00

- ☐ Authorized to be charged to credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit account number 02-1653 & addl fees if req'd

Authorized User Name Robert W Becker

9. Signature: Robert W Becker

Signature

September 19, 2005

Date

Robert W Becker

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

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Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

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As an example Lu

ASSET PURCHASE AGREEMENT

between

1. **BBP Environment GmbH**, Fabrikstrasse 1, 51643 Gummersbach, Germany, registered with the County Court (Amtsgericht) of Cologne under HRB 39208, represented by its Managing Directors Franz Kailbauer and Bernd Hohnschopp acting with the approval of the Custodian Dr. Helmut Schmitz,

the "Seller 1" or "BBPE",

2. **Babcock Kommunalgesellschaft für kommunale Dienste und Umweltmanagement mbH**, Fabrikstrasse 1, 51643 Gummersbach, Germany, registered with the County Court (Amtsgericht) of Cologne under HRB 39566, represented by its sole managing director Heribert Hellmann having the power to represent the company alone, acting with the approval of the Custodian Dr. Helmut Schmitz,

the "Seller 2" or "BKU",

3. **L. & C. Steinmüller GmbH**, Duisburger Straße 375, 46049 Oberhausen, Germany, registered with the County Court (Amtsgericht) of Oberhausen under HRB 3641, represented by its Trustee Dr. Helmut Schmitz,

the "Seller 3" or "Steinmüller",

4. **Babcock Borsig AG**, Duisburgerstrasse 375, 46049 Oberhausen, Germany, registered with the County Court (Amtsgericht) of Oberhausen under HRB 3816, represented by its managing directors Horst Piepenburg and Dr. Helmut Balthasar acting with the approval of the Custodian Dr. Helmut Schmitz,

"Babcock Borsig AG" or "BBX",

on the one hand,

and

5. **FISIA Deutschland GmbH**, Fabrikstraße 1, 51643 Gummersbach, Germany, registered with the County Court (Amtsgericht) of Viersen under HRB 3420, represented by its managing director (Alleingeschäftsführer) Ing. Roberto Ferraris,

the "Purchaser" or "FD",

6. **FISIA ITALIMPIANTI S.p.A.**, Via de Marini 16, 16149 Genova, Italy, registered with the companies' registrar at Genoa under 05047080634, represented by its Chairman (Presidente) Ing. Roberto Gambato having the power to legally represent the company,

"FI",

on the other hand,

the Seller 1 and the Seller 2 together hereinafter referred to as the "Sellers"; the Sellers, the Seller 3, the Purchaser, FI and BBX together hereinafter referred to as the "Parties".

RECITALS:

- The Seller 1 is engaged in the power and environment engineering and plant construction business, including services, in the fields of (i) waste-to-energy, (ii) flue-gas cleaning, (iii) coal gasification, (iv) mechanical-biological water and waste treatment, (v) solar-energy and (vi) build-own operations ("BOx") (the "Business"). The activities of the Seller 1 pertaining to the Business are carried out on and from the facilities located on the Seller's premises in 51643 Gummersbach, Fabrikstrasse 1 (the "Premises").
- The Seller 2, a 100% subsidiary of the Seller 1, is mainly operating as a holding company of special purpose companies or of participations in such special purpose companies which have been set up in relation to specific projects; with respect to some of these projects, Seller 2 is a party to joint venture agreements as, for instance, the Joint Venture Agreement of 31 May 2000 concerning the project "Naples" and the Joint Venture Agreement of 28 August 2001 concerning the project "Provinces", and it has assumed commitments as, for instance, the obligation to provide performance bonds.
- The Seller 3 is a holding company who holds inter alia all the shares in Seller 1.
- On 1 September 2002 the County Court of the city of Duisburg (*Amtsgericht Duisburg*) opened the insolvency proceedings concerning Babcock Borsig AG, the holding company of the group, and 23 controlled companies of the group, amongst them BBPE, BKU and Steinmüller. With respect to Babcock Borsig AG and 19 controlled companies including BBPE and BKU, the court ordered a Personal Management (*Eigenverwaltung*) under the surveillance of a custodian (*Sachwalter*). The former preliminary trustee Dr. Helmut Schmitz was appointed custodian for all the companies under Personal Management. With respect to Seller 3 insolvency proceedings have also been opened and Dr. Helmut Schmitz has been appointed as Trustee (*Insolvenzverwalter*).
- Subject to the terms and conditions of this Asset Purchase Agreement (the "Asset Purchase Agreement" or "Agreement") the Seller 1 intends to sell and transfer the Business except for the coal gasification business and those assets, liabilities, agreements and employees excluded from the sale as specified hereinafter and the Purchaser intends to purchase and acquire the Business from the Seller 1 with the exceptions mentioned.
- Subject to the terms and conditions of this Asset Purchase Agreement the Seller 2 intends to sell and transfer the shares it holds in FIBE S.p.A., FIBE Campania S.p.A and Gestione Napoli S.p.A. as well as any rights or obligations Seller 2 holds in connection with the Joint Ventures concerning the projects "Naples" and "Provinces" and any agreement or commitment related thereto (all such shares, interests, rights, agreements and commitments hereinafter referred to as "BKU's Participation").
- Subject to the terms and conditions of this Asset Purchase Agreement the Seller 3 intends to sell and transfer the name and ~~trade mark~~ "Steinmüller".

IT IS AGREED:

1. INTERPRETATION AND DEFINITIONS

1.1 Interpretation

- (a) In this Agreement (including the Recitals and the Appendices) the headings are for convenience only and shall not affect the interpretation of this Agreement.
- (b) If a German term has been added after an English term, the German term shall be decisive in the interpretation of the English term.

1.2 Definitions

In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

"Affiliates" means all enterprises from time to time which are related enterprises (*verbundene Unternehmen*) within the meaning of Section 271 paragraph (2) HGB;

"Assumable Agreements" are the agreements as defined in Article 5.1.;

"BGB" means the German Civil Code (*Bürgerliches Gesetzbuch*);

"Closing Date" means the third working day after the last condition precedent as set out in Article 10.1 has been fulfilled;

"HGB" means the German Commercial Code (*Handelsgesetzbuch*);

"InsO" means the German Insolvency Act (*Insolvenzordnung*);

"Intellectual Property Rights" means ~~patents~~ (*Patente*), utility models (*Gebrauchsmuster*), topographies (*Topografien*), plant varieties (*Sortenschutzrechte*), trade marks (*Marken*), business ensigns (*Geschäftliche Bezeichnungen*), geographical indications of origin (*geografische Herkunftsangabe*), domains (*Domainbezeichnungen*), vanity telephone numbers (*Vanity Telefonnummern*), design rights (*Geschmacksmuster*), copyrights (*Urheberrechte*), rights in respect of inventions (*Erfindungen*), technical and commercial know how (*Betriebs- und Geschäftsgeheimnisse*) including the Track Record, all other similar corresponding and neighbouring rights and all applications and rights to apply for the protection of any of the foregoing. All above mentioned rights shall be covered regardless of whether they are registered or not registered, whether they relate to the territory of the Federal Republic of Germany or any other country or territory in the world and whether they exist under the Laws of the Federal Republic of Germany or any other country in the world;

"New Agreements" are the Assumable Agreements actually assumed by the Purchaser according to Article 5.3(a);

"Sellers' Group" means (individually and collectively) BBPE as well as its direct and indirect subsidiaries from time to time and all enterprises in which any of the aforementioned legal persons directly or indirectly hold any controlling interest;

"Signing Date" means the date on which the Parties sign this Agreement;

"Track Record" means the experience individually and/or collectively acquired by BBPE and/or its predecessors in title (*Rechtsvorgänger im weitesten Sinne*) [and/or its employees (employed at any time with the Sellers' Group)] which relates to or is based upon projects executed in the five fields waste-to-energy, flue-gas cleaning, mechanical,

biological water and waste treatment, solar-energy and related BOx operations and which is usually used as reference in connection with tenders and proposals submitted to potential customers;

2. THE SOLD BUSINESS

The Seller 1 hereby sells to the Purchaser and the Purchaser hereby purchases from the Seller 1 with economic effect as of the Closing Date the part of the Business consisting of the Sold Assets (as defined in Article 3.1), the Assumed Liabilities (as defined in Article 4.1), the Assumable Agreements (as defined in Article 5.1) and the Transferred Employees (as defined in Article 6.1), but not the Excluded Assets (as defined in Article 3.2), the Excluded Liabilities (as defined in Article 4.2), the Excluded Agreements (as defined in Article 5.2) and the Excluded Employees (as defined in Article 6.2) (the "Sold Business").

3. ASSETS

3.1 Sold Assets

The Seller 1 sells to the Purchaser all tangible and intangible assets (*materielle und immaterielle Vermögensgegenstände*) if and to the extent they are owned (including expectancy rights = *Anwartschaftsrechte*) by the Seller 1 on the Closing Date, unless such assets are excluded from the sale hereunder pursuant to Article 3.2 (the "Sold Assets"). The Sold Assets include, without limitation, the following:

- (a) all intangible assets (*immaterielle Vermögensgegenstände*), including in particular:
 - (i) goodwill;
 - (ii) all Intellectual Property Rights including, but not limited to the Track Record (in particular the references listed in Appendix 3.1(a)(ii)(1)) and all patents (in particular those listed in Appendix 3.1(a)(ii)(2)) and all documents relating to the Intellectual Property Rights. With regard to any Intellectual Property Right which cannot be assigned pursuant to the provisions of national law (such as copyrights (*Urheberrechte*) under German Law) or for other reasons, the Seller 1 grants the Purchaser an exclusive, unlimited and world wide licence to use such rights to the extent its right to grant such licence is not limited or restricted by agreements with third parties;
 - (iii) all concessions, permits and other authorisations, whether granted by public authorities or by private persons (including in particular those listed in Appendix 3.1(a)(iii)) (together the "Permits");
 - (iv) all intangible assets (*immaterielle Vermögensgegenstände*) within the meaning of Section 266 paragraph (2) A. I. HGB not covered by Article 3.1(a)(i) to (iii);
- (b) all tangible fixed assets (*Sachanlagen*) within the meaning of Section 266 paragraph (2) A. II. HGB, irrespective of their value ("Tangible Fixed Assets"), in particular the Tangible Fixed Assets listed in Appendix 3.1(b);
- (c) all shareholdings (*Beteiligungen*) listed in Appendix 3.1(c) (the "Shareholdings");
- (d) all stock (*Vorräte*) within the meaning of Section 266 paragraph (2) B. I. HGB ("Stock");

- (e) all proposals submitted by the Seller 1 to third parties in relation to the Business unless they exclusively relate to the coal gasification business, in particular the proposals listed in Appendix 3.1(e);
- (f) all prospective proposals identified by the Seller 1 in relation to the Business unless they exclusively relate to the coal gasification business, in particular the prospective proposals listed in Appendix 3.1(f), including the related documentation;
- (g) all software, books, plans, drawings (including in particular technical drawings), data, records and personnel files (in each case whether they are in paper form, on discs, in the form of software or in any other form) and any similar documents, if and to the extent that these may assist the Purchaser in the continued operation of the Sold Business.

The sale of the Sold Assets shall include all rights and claims in respect of the Sold Assets (the "Ancillary Rights").

3.2 Excluded Assets

The following assets are excluded from the sale and the transfer to the Purchaser, regardless of whether or not currently or formerly used by the Seller in its conduct of the Business (the "Excluded Assets"):

- (a) All assets (including, for the avoidance of doubt, Permits and other assets of the kind referred to under Article 3.1) exclusively attributable to the coal gasification business;
- (b) all tangible fixed assets and all stock within the meaning of Article 3.1(b) and 3.1(d) exclusively pertaining to Sold Business related agreements existing at Signing Date, if and as long as those agreements are not assumed, by the Purchaser according to Article 5; the Seller 1 shall not dispose of these assets and stock until the Purchaser has not confirmed that it will not assume the respective agreement;
- (c) all assets (including, for the avoidance of doubt, Permits and other assets of the kind referred to under Article 3.1) and rights relating to the landfill leakage water treatment plant project (*Deponie Sickerwasser-Aufbereitungsanlage*) of Bergischer Abfallverband – BAV in Leppe/Germany;
- (d) any real property (*Grundstücke*), rights similar to real property (*grundstücksgleiche Rechte*) or constructions (*Bauten*) within the meaning of Section 266 paragraph (2) A. II. No. 1 HGB;
- (e) any receivables (*Forderungen und sonstige Vermögensgegenstände, soweit es sich um Forderungen handelt*) within the meaning of Section 266 paragraph (2) B. II. HGB except for any receivables resulting from those agreements which the Purchaser will actually assume according to Article 5 to the extent they arise due to circumstances which happen after the Closing Date;
- (f) all interests in affiliated companies (*Anteile an verbundenen Unternehmen*) within the meaning of Section 266 paragraph (2) A. III. No. 1 HGB and all shareholdings (*Beteiligungen*) within the meaning of Section 266 paragraph (2) A. III. No. 3, B. III. No. 1 HGB with the exception of the "Shareholdings" listed in Appendix 3.1(c);

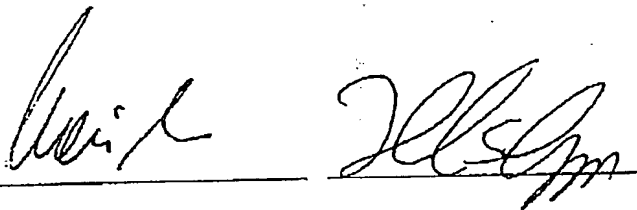
20.3 Inspection of Books and Documents

To the extent necessary to comply with accounting, auditing and other rules or obligations provided for by law or contractual agreements or otherwise, Purchaser shall hold (Verwahren) all Sold Business related books and documents for a period of 11 years after each book or document came into existence and the Seller 1 and the Purchaser shall grant to each other the right to inspect and copy the books and documents and give to each other access to the Sold Business related IT to the extent it refers to the period until Closing; furthermore the Sellers and the Purchaser shall give each other all additional information to the extent it is needed and it may be reasonably requested (soweit notwendig und zumutbar). At the Seller's 1 request the Purchaser shall grant the Seller 1 the right to inspect the above books and documents before they are disposed/destroyed.

21. GOVERNING LAW

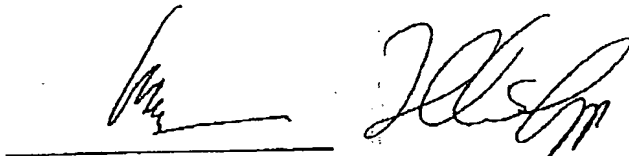
Any dispute out of or in connection with this Agreement shall be exclusively governed by the substantive laws of the Federal Republic of Germany without reference to the conflict of laws principle. The Courts in Düsseldorf shall have exclusive international and local jurisdiction in respect of all disputes arising out of or in connection with this Agreement.

Düsseldorf, the 5 November 2002



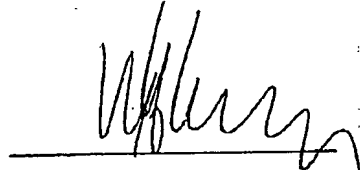
BBP Environment GmbH,

represented by its managing directors Franz Kailbauer and Bernd Hohnschopp



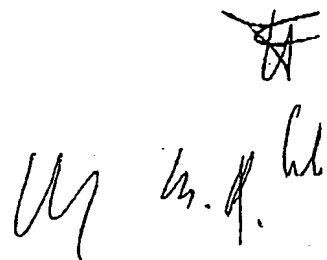
Babcock Kommunalgesellschaft für kommunale Dienste und Umweltmanagement mbH,

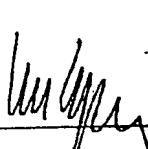
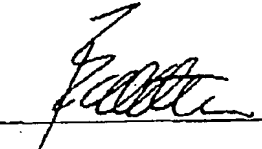
represented by its managing director Heribert Hellmann



L. & C. Steinmüller GmbH,

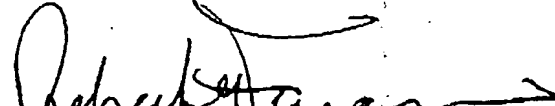
represented by its Trustee Dr. Helmut Schmitz




 

Babcock Borsig AG

represented by its managing directors Horst Piepenburg and Dr. Helmut Balthasar




FISIA Deutschland GmbH,
represented by its managing director Ing. Roberto Ferraris



FISIA ITALIMPIANTI S.p.A.,
represented by its Chairman (*Presidente*) Ing. Roberto Gambato

This Agreement is approved by:



Dr. Helmut Schmitz as Custodian of the Sellers and of BBX

File No.	Application No.	Country	Date of Claim	Owner	Title	Status
2605	197 31 162.8	Germany	21.07.2001	BBP Environment GmbH Gummersbach	Method of removal of mercury in flue gas	Pending
2606	198 15 207.8	Germany	04.04.1998	BBP Environment GmbH Gummersbach	Apparatus and method of removal of sulphur dioxide in flue gas with sea water	Issued
2606 EP-CY	99915663.1 1 073 508	Europe	19.03.1999			Pending
2606 EP-DE	1 073 508	Cyprus	19.03.1999			Pending
2606 EP-ES	1 073 508	Germany	19.03.1999			Pending
2606 EP-GR	1 073 508	Spain	19.03.1999			Pending
2606 EP-IE	1 073 508	Greece	19.03.1999			Pending
2606 EP-IT	1 073 508	Ireland	19.03.1999			Pending
2606 EP-PT	1 073 508	Italy	19.03.1999			Pending
2610	102 01 510.0	Portugal	19.03.1999			Pending
2611	102 01 510.0	Germany	12.01.2001	BBP Environment GmbH Gummersbach	Method for removal of sulphate in flue gas	Pending
2611 US	102 01 761.0	Germany	16.02.2001	BBP Environment GmbH Gummersbach	Method of removal of mercury in flue gas	A
2611 CA	102 01 761.0	USA				A
2611 CR	102 01 761.0	Canada				A
261206de	P4340908.1- 43	Germany	01.12.1993	BBP Environment GmbH Gummersbach	Apparatus and Method of evenly distribution of solids	Pending
941296de	93917666.5- 2113	Germany	28.07.1993	BBP Environment GmbH Gummersbach	Method for conditioning of flue gases	Issued
941296be	93917666.5- 2113	Belgium	28.07.1993	BBP Environment GmbH Gummersbach	Method for conditioning of flue gases	Issued
941296es	93917666.5- 2113	Spain	28.07.1993	BBP Environment GmbH Gummersbach	Method for conditioning of flue gases	Issued



14058,541

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